

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

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DONALD J. TRUMP, 401 MEZZ VENTURE LLC, 401
NORTH WABASH VENTURE LLC and TRUMP
INTERNATIONAL HOTELS MANAGEMENT LLC,

VERIFIED COMPLAINT

Plaintiffs,

Index No.: 26841/08

-against-

Date Purchased: Nov. 3, 2008

DEUTSCHE BANK TRUST COMPANY AMERICAS,
DEUTSCHE BANK SECURITIES INC., FORTRESS
CREDIT CORP., UNION LABOR LIFE, ISTAR,
MERRILL LYNCH CAPITAL CORP.,
NORDDEUTSCHE LANDESBANK, HAHN,
LANDESBANK SACHSEN AKTIENGESEL,
HIGHLAND FUNDS, MORGAN STANLEY
MORTGAGE CAPITAL, OAK HILL FUNDS,
DEUTSCHE HYPOTHEKENBANK, AIB DEBT
MANAGEMENT, BANK OF EAST ASIA LTD,
FOOTHILL, SATELLITE SENIOR INC. 11, EATON
VANCE/GRAYSON & CO., MJX VENTURE, E. SUN
COMMERCIAL BANK, GREENWICH CAPITAL
FINANCIAL, BANK OF COMMUNICATIONS,
GERMAN AMERICAN CAPITAL CORPORATION,
BLACKACRE INSTITUTIONAL CAPITAL
MANAGEMENT, LLC, NEWCASTLE INVESTMENT
CORP., PCRL INVESTMENTS L.P., DUNE CAPITAL
LP and DRAWBRIDGE SPECIAL OPPORTUNITIES
FUND L.P.,

Justice Assigned:

Defendants.

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Plaintiffs, Donald J. Trump, 401 North Wabash Venture LLC, 401 Mezz Venture LLC
and Trump International Hotels Management LLC, by their attorneys, Jaspan Schlesinger LLP,
and Meister Seelig & Fein LLP, as and for their verified complaint against defendants Deutsche
Bank Trust Company Americas, Deutsche Bank Securities Inc., Fortress Credit Corp., Union
Labor Life, ISTAR, Merrill Lynch Capital Corp., Norddeutsche Landesbank, Hahn, Landesbank

Sachsen Aktiengesel, Highland Funds, Morgan Stanley Mortgage Capital, Oak Hill Funds, Deutsche Hypothekenbank, AIB Debt Management, Bank of East Asia Ltd, Foothill, Satellite Senior Inc. 11, Eaton Vance/Grayson & Co., MJX Venture, E. Sun Commercial Bank, Greenwich Capital Financial, Bank of Communications, German American Capital Corporation, Blackacre Institutional Capital Management, LLC, Newcastle Investment Corp., PCRL Investments L.P., Dune Capital LP and Drawbridge Special Opportunities Fund L.P., allege as follows:

PRELIMINARY STATEMENT

1. This action arises out of defendant Deutsche Bank Trust Company Americas' ("Deutsche Bank") attempt to derail the successful completion of one of the most acclaimed construction projects to be built in the United States in recent times, the Trump International Hotel and Tower, located in Chicago, Illinois (the "Project"). Deutsche Bank's wrongful actions, detailed below, involving, as they did, bad faith, breach of fiduciary duty, fraudulent inducement and self-dealing, despite Deutsche Bank's trusted position as the Project's agent and lead lender, seek to maximize its own gain, through its undisclosed stake in a subordinate mezzanine loan, which operated effectively as a preferred equity position in the Project, at the cost and expense of Plaintiffs, and with enormous consequent damage to the valuable Trump brand name and reputation.

2. The critically acclaimed Project is a 92 storey first-class, full service mixed use hotel/condominium tower consisting of 486 residential condominium units, 286 hotel condominium units, 53 spa units, various parking space units, and associated health club, restaurant and retail areas. The hotel component of the Project, the restaurants, bar, health club,

spa and associated parking, are complete, occupied and operational. The residential portion of the Project, and its associated parking, is nearing completion.

3. By reason of Plaintiffs' extraordinary design, construction and marketing efforts, coupled with the value and prestige added by the Trump brand and name, Plaintiffs have been able successfully to execute and collect bona fide deposits for approximately \$557,149,836 in existing sales contracts covering hotel, residential and parking units to ultimate purchasers. While approximately \$204,068,669 of these existing sales contracts have closed with the proceeds having been paid to Deutsche Bank, the closings on the balance or approximately \$353,081,168 of the existing sales contracts, await the completion of such units. All of these open contracts, and the \$353,081,168 in proceeds to be collected thereunder, are now in imminent jeopardy by reason of the bad faith and wrongful conduct of Deutsche Bank and the other defendants.

4. In order to repay the Deutsche Bank Loan and the Fortress Loan and thereby protect the Project, the buyers of units who have previously closed their purchases, the ability of the Plaintiffs to close the remaining sales contracts and the valuable Trump brand, name and reputation, Plaintiff Donald J. Trump ("Trump") took the extraordinary good faith step of endeavoring to purchase all of the unsold hotel condominium units, including spa units, and commercial areas of the Project for \$96,558,000 subject to Plaintiffs' right to update the appraisal and purchase price to reflect a fair market value price, as described in Exhibit A (the "Affiliate Transaction"). A letter of November 4, 2008 evidencing this good faith effort is attached hereto as **Exhibit A**.

5. Trump based the \$96,558,000 price of the Affiliate Transaction, which is subject to adjustment as described above and in Exhibit A, on the values of the Project components he

was purchasing set forth in an appraisal prepared for and at the request of Deutsche Bank once certain errors were corrected in the appraisal. Trump advised defendants that he was willing to close the Affiliate Transaction sooner than any other buyer and without any financing or due diligence conditions.

6. Despite the extraordinary good faith measures sought to be taken by Trump — seeking to infuse nearly \$100 million of cash into a project at a time when most banking institutions are unable to provide anywhere near that level of liquidity — Deutsche Bank, in an attempt to strip Plaintiffs of the Project and thereby line its own pockets, has taken every opportunity to frustrate Trump's consummating the Affiliate Transaction. Deutsche Bank and the other defendants have sought to frustrate Trump's consummating the Affiliate Transaction despite the fact that Plaintiffs have a contractual right to do so and despite the fact that the offer is based upon the values for the Project's components to be purchased in the Affiliate Transaction, as indicated in an appraisal prepared for Deutsche Bank once certain errors were corrected in the appraisal and subject to plaintiffs' right to update the appraisal and purchase price to reflect a fair market value price, as described in Exhibit A.

7. Deutsche Bank and the other defendants have also refused to consent to sales of unsold hotel units below the minimum sales prices, referred to in the Construction Loan Agreement as the "Minimum Release Price," for such unsold hotel units, despite the sharp downturn in the real estate market. In so doing, defendants have effectively prevented Plaintiffs from making any additional sales of hotel units, even though, had defendants consented to the sales of unsold hotel units at current market values, such lower prices would not have impaired the ability of Deutsche Bank to obtain full payment of the Deutsche Bank Loan and Fortress Loan.

8. Deutsche Bank and the other defendants have also refused to consent to bulk sales of unsold hotel units at some reasonable discount to the prescribed Minimum Release Prices that would typically be offered to a bulk buyer, despite Plaintiffs' efforts to effect such bulk sales in a further good faith attempt to repay the Deutsche Bank and Fortress loans.

9. Due to the unprecedeted financial crisis in the credit markets now prevailing, in part due to acts Deutsche Bank itself participated in, and the consequent severe downturn in the U.S. real estate markets, including in particular the Chicago real estate market, Plaintiffs properly noticed a force majeure event pursuant to a specially negotiated force majeure clause set forth in the parties' Construction Loan Agreement, which mandates the extension of the maturity date of the construction loan and waives the preconditions for an extension as of right under the Construction Loan Agreement. A copy of Plaintiffs' notice is attached hereto as **Exhibit B**.

10. Deutsche Bank, however, has wrongfully refused to acknowledge the force majeure event and the consequent extension of the maturity date mandated under the plain and unambiguous terms of the Construction Loan Agreement.

11. In addition, Deutsche Bank, through an entity not bearing the Deutsche Bank name, known as German American Capital Corporation, took a material participation interest in the subordinate mezzanine loan made with respect to the Project by Fortress Credit Corp., resulting in a serious conflict of interest. Deutsche Bank's hidden participation interest was never disclosed to Plaintiffs.

12. Had Plaintiffs known about Deutsche Bank's highly unusual participation interest in the subordinate mezzanine loan and resulting conflict of interest, which is material information it had an obligation to disclose, Plaintiffs would never have entered into the

transaction with Deutsche Bank and instead obtained other financing or Plaintiffs would have included in the loan documents clauses designed to protect Plaintiffs from this conflict.

13. Deutsche Bank's wrongful conduct complained of herein, including, without limitation, its frustrating the consummation of the Affiliate Transaction, its frustrating Plaintiffs' ability to sell the unsold hotel units to either individual or bulk buyers at current market rates and finally, its refusal to honor the unambiguous force majeure provision of the loan documents, is designed to deprive the Plaintiffs of the benefits of their labors and investments, thereby converting Plaintiffs' valuable equity in the Project and enhancing the value of Deutsche Bank's interest in the subordinate mezzanine loan, which effectively operates as a preferred equity position.

14. Deutsche Bank also breached its fiduciary duty, exercised bad faith and fraudulently induced plaintiffs to enter into the transaction by selling portions of the Deutsche Loan to so many institutions, banks, junk bond firms, and virtually anybody that seemed to come along, in order to get massive fees for Deutsche Bank and without any regard to plaintiffs, the Trump brand name, or the Project. Many of the lenders have no real estate lending experience or understanding of real estate sales and marketing, particularly in today's unprecedented national and worldwide economic climate (the "Inappropriate Lenders").

15. Deutsche Bank enormously compounded the problems presented by the Inappropriate Lenders by intentionally structuring the loan documents so as to afford the Inappropriate Lenders consent and control rights beyond those dictated by then prevailing credit market conditions, in an effort to facilitate the quick syndication of the Deutsche Bank Loan to a large group of Inappropriate Lenders.

16. Despite the lack of expertise of the Inappropriate Lenders and the potential insufficient capitalization of the Inappropriate Lenders, Deutsche Bank agreed to require the unanimous consent of all of the Inappropriate Lenders before adjustments to the terms of the Construction Loan Agreement could be made, or before simply issuing lender consents required under the loan documents for reasonable and necessary borrower actions.

17. By reason of the foregoing, Deutsche Bank's bad faith and wrongful conduct has created a dysfunctional consortium of lenders whose decision making processes, to the extent they exist at all, have impaired their ability to administer the loan and thereby placed the Project in peril.

18. The Inappropriate Lenders have no desire to proceed in the best interests of the Project. Many are out of business or virtually out of business or functionally insolvent and, therefore, no longer have the money to lend towards satisfying their commitment to the Project. They are seeking to renege on their obligations by imposing requirements on Plaintiffs that are unconscionable and unrealistic in an effort to avoid their obligations, including their obligation of good faith and fair dealing under the Construction Loan Agreement.

19. Deutsche Bank should never have placed Plaintiffs and the Project and the lenders in this precarious situation by syndicating the Deutsche Bank Loan out to so many parties, including the Inappropriate Lenders, in so many small portions, and giving broad, unanimous consent rights to the Inappropriate Lenders.

20. Deutsche Bank's actions will cause tremendous damage to Plaintiffs, the Trump brand, the Project, buyers of units and those lenders who are trying to act reasonably and in good faith.

21. Plaintiffs are entitled to declaratory and injunctive relief as described below against all of the defendants, clarifying and confirming the rights and obligations of the parties.

22. As a result of the above wrongful conduct, as set forth in greater detail below, Plaintiffs have been damaged in the form of damage to reputation, lost profits, and increased costs, which damages Plaintiffs are entitled to recover from the "Deutsche Bank Participants" (defined below) and which continue to accrue but which are believed to be in an amount no less than Three Billion (\$3,000,000,000.00) Dollars.

CHARACTER OF THE PARTIES

23. Donald J. Trump ("Trump") is an individual residing in the State of New York, City of New York.

24. 401 Mezz Venture LLC ("Mezz Venture") is a Delaware Limited Liability Company with a principal place of business care of the Trump Organization, 725 Fifth Avenue, New York, New York 10022.

25. 401 North Wabash Venture LLC ("401 North Wabash") is a Delaware limited liability company with a principal place of business care of the Trump Organization, 725 Fifth Avenue, New York, New York 10022.

26. Trump International Hotels Management LLC ("Trump Management") is a Delaware limited liability company with a principal place of business care of the Trump Organization, 725 Fifth Avenue, New York, New York 10022.

27. Upon information and belief, Deutsche Bank Trust Company Americas, is a New York banking corporation with a principal place of business at 60 Wall Street, New York, New York 10005.

28. Upon information and belief, Deutsche Bank Securities Inc., is a New York banking corporation with a principal place of business at 60 Wall Street, New York, New York 10005.

29. Upon information and belief, Fortress Credit Corp., is a Delaware limited liability corporation with a principal place of business at 1251 Avenue of the Americas, 16th Floor, New York, New York 10105-0302.

30. Upon information and belief, Union Labor Life, is an unincorporated association with a principal place of business at 1625 Eye Street N.W., Washington, D.C. 20006.

31. Upon information and belief, ISTAR, is a Maryland limited liability company with a principal place of business at 1114 Avenue of the Americas, New York, New York 10036.

32. Upon information and belief, Merrill Lynch Capital Corp., is a Delaware limited liability corporation with a principal place of business at 4 World Financial Center, 250 Vesey Street, New York, New York 10080.

33. Upon information and belief, Norddeutsche Landesbank, Hahn, is a German banking corporation, with a principal place of business at 1114 Avenue of the Americas, 37th Floor, New York, New York 10036.

34. Upon information and belief, Landesbank Sachsen Aktiengesel, is a German banking corporation, with a place of business in New York City.

35. Upon information and belief, Highland Funds, is a Delaware limited liability company with a principal place of business at 9 West 57th Street, 38th Floor, New York, New York 10019.

36. Upon information and belief, Morgan Stanley Mortgage Capital, is a corporation or a limited liability company, with a principal place of business care of Morgan Stanley, 1585 Broadway, New York, New York 10036.

37. Upon information and belief, Oak Hill Funds, is a Delaware limited liability company with a principal place of business at 65 East 55th Street, 32nd Floor, New York, New York 10022.

38. Upon information and belief, Deutsche Hypothekenbank, is a German banking corporation with a New York principal place of business at 1114 Avenue of the Americas, 37th Floor, New York, New York 10036.

39. Upon information and belief, AIB Debt Management, is a an affiliate of Allied-Irish Bank, with a principal place of business at AIB Investment House, Percy Place, Dublin, Ireland and 405 Park Avenue, New York, New York 10022.

40. Upon information and belief, Bank of East Asia Ltd., is a corporation, with a principal place of business at 2/F, 202 Canal Street, New York, New York 10013 and Wholesale Branch, 3F, 202 Canal Street, New York, New York 10013.

41. Upon information and belief, Foothill, is a corporation or limited liability company, with a place of business in New York City.

42. Upon information and belief, Satellite Senior Inc. 11, is a corporation or limited liability company, with a place of business in New York City.

43. Upon information and belief, Eaton Vance/Grayson & Co., is a corporation or limited liability company, with a principal place of business at The Eaton Vance Building, 255 State Street, Boston, MA 02109 or 350 Langdon Crescent, Moose Jaw, SK S6H 0X4 or 200 Park

Avenue South, Suite 1611, New York, New York 10003 or 25 West 45th Street, New York, New York 10036 or 330 Madison Avenue, New York, New York 10017.

44. Upon information and belief, MJX Venture, is a corporation or limited liability company, with a principal place of business at 12 East 49th Street, 29th Floor, New York, New York 10017.

45. Upon information and belief, E. Sun Commercial Bank, is a banking corporation, with a place of business in New York City.

46. Upon information and belief, Greenwich Capital Financial, is a Delaware limited liability company with a principal place of business at 600 Steamboat Road, Greenwich, CT 06830.

47. Upon information and belief, Bank of Communications, is a banking corporation, with a principal place of business at One Exchange Plaza, 55 Broadway, 31st and 32nd Floors, New York, New York 10006-3008.

48. Upon information and belief, Union Labor Life, ISTAR, Merrill Lynch Capital Corp., Norddeutsche Landesbank, Hahn, Landesbank Sachsen Aktiengesel, Highland Funds, Morgan Stanley Mortgage Capital, Oak Hill Funds, Deutsche Hypothekenbank, AIB Debt Management, Bank of East Asia Ltd, Foothill, Satellite Senior Inc. 11, Eaton Vance/Grayson & Co., MJX Venture, E. Sun Commercial Bank, Greenwich Capital Financial and Bank of Communications are the lenders to which Deutsche Bank sold a participation interest in the loan made pursuant to the Construction Loan Agreement (said defendants, together with Deutsche Bank, being referred to herein collectively as the "Deutsche Bank Participants").

49. Upon information and belief, German American Capital Corporation, is a Maryland limited liability corporation with a place of business in New York City. Upon

information and belief, German American Capital Corporation is a wholly owned subsidiary of Deutsche Bank.

50. Upon information and belief, Blackacre Institutional Capital Management, LLC, is a Delaware limited liability company with a place of business in New York City.

51. Upon information and belief, Newcastle Investment Corp., is a corporation, with a place of business in New York City.

52. Upon information and belief, PCRL Investments L.P., is a limited partnership, with a place of business in New York City.

53. Upon information and belief, Dune Capital LP, is a Delaware limited partnership with a place of business in New York City.

54. Upon information and belief, Drawbridge Special Opportunities Fund L.P., is a Delaware limited partnership with a place of business in New York City.

55. Upon information and belief, German American Capital Corporation, Blackacre Institutional Capital Management, LLC, Newcastle Investment Corp., PCRL Investments L.P., Dune Capital LP and Drawbridge Special Opportunities Fund L.P. are participants in the Fortress Loan (said defendants including Fortress Credit Corp. being collectively referred to as the "Fortress Participants").

FACTS COMMON TO ALL CAUSES OF ACTION

56. 401 North Wabash is the owner of a parcel of land located at 401 North Wabash Avenue in the City of Chicago, Illinois (the "Property").

57. 401 North Wabash sought to develop the Property for use as a 92 storey first-class, full service mixed use hotel/condominium tower consisting of 472 residential

condominium units, 286 hotel condominium units, 53 spa units, various parking space units, and associated health club, restaurant and retail areas.

58. Plaintiffs 401 North Wabash and Trump, a world renowned builder and developer of real estate, have entered into a License Agreement, for the use of the Trump trademarks and branding in connection with the Project.

59. Plaintiffs 401 North Wabash entered into a Hotel Condominium Management Agreement with Trump Management, which provides that Trump Management, world renowned in hotel operations, shall manage the operations of the hotel areas of the Project.

60. The affiliation with the Trump name and brand and the hotel management expertise of Trump Management have added tremendous value to the Project.

61. In order to obtain the financing to develop the Project, North Wabash entered into an agreement entitled "Construction Loan Agreement" dated as of February 7, 2005 with Deutsche Bank Trust Company Americas ("Deutsche Bank") and Deutsche Bank Securities Inc. ("Deutsche Securities").

62. Pursuant to the Construction Loan Agreement, Deutsche Bank was to serve as the Initial Lender and thereafter as the administrative agent for the consortium of lenders which would take participation interests in the loan made to 401 North Wabash the loan of \$640,000,000.00 (the "Deutsche Bank Loan"). Under the Construction Loan Agreement, Deutsch Securities acted as lead arranger of the Deutsche Bank Loan.

63. On February 7, 2005, the managing member of 401 North Wabash, 401 Mezz, entered into an agreement with Fortress (the "Fortress Agreement") whereby Fortress agreed to loan 401 Mezz \$130,000,000.00 to be used solely as a capital infusion into 401 North Wabash for certain closing costs incurred with respect to the Deutsche Bank Loan and as an equity

contribution to North Wabash, which equity contribution was to be used to satisfy a preexisting acquisition/demolition loan and to pay for certain other expenses with respect to the Project (the "Fortress Loan").

64. Pursuant to the Fortress Agreement and the Construction Loan Agreement, the Fortress Loan was subordinate to the Deutsche Bank Loan.

65. It was specifically understood and agreed that the funds received by 401 North Wabash and 401 Mezz pursuant to the Deutsche Bank Loan and the Fortress Loan were the only funds to be used for purposes of the construction and development of the Project and that no additional capital contribution was required, especially from Trump, under the terms of the Construction Loan Agreement and the Fortress Agreement beyond all of the equity requirements which now have been duly met (other than routine loan balancing requirements). Thereafter, additional equity was nevertheless added to the Project by Trump, which additional equity amounted to approximately \$13,088,581.00 in improvements, including without limitation special spa suites, materially enhancing the Project for the benefit of the lenders.

66. Unbeknownst to Plaintiffs, Deutsche Bank, through German American Capital Corporation, an undisclosed affiliate of Deutsche Bank, took a significant participation interest in the Fortress Loan.

67. On or about February 7, 2005, the Deutsche Bank Loan and the Fortress Loan closed and with the initial advance under the Construction Loan Agreement having been made on August 31, 2005.

68. As contemplated under the Construction Loan Agreement, Plaintiffs entered into contracts with architects, construction managers, contractors and various other entities, including

ultimate purchasers of units who have made down payments in anticipation of the completion of the Project.

69. Plaintiffs proceeded diligently to construct and develop the Project, proceeding first with the hotel portion of the Project.

70. Plaintiffs have completed the hotel portion of the Project which is now open and operational and has enjoyed great success and generated favorable reviews and awards.

71. Plaintiffs thereafter proceeded to construct and develop the residential condominium portion of the Project.

72. Plaintiffs have obtained Temporary Certificates of Occupancy for 306 of the hotel units. The residential and commercial portions are currently approximately 75% complete.

73. Plaintiffs proceeded to market and sell the residential, hotel and parking units, and have currently entered into contracts of sale with purchasers in an approximate total amount of \$557,149,836.

74. As of the date of this Complaint, approximately \$204,068,669 of residential, hotel and parking units have closed, including \$37,358,139.00 of residential and parking units having closed in September 2008 and \$35,222,355 of residential and parking units having closing in October 2008.

75. As of the date of this Complaint, \$353,081,168 of residential and hotel units remain unclosed, with closings becoming possible upon completion of the relevant units.

76. The Construction Loan Agreement required that Plaintiffs use all commercially reasonable efforts to cause the units to be sold at the earliest practical time and for a sale price at or above the Minimum Release Price for a particular unit, which was a set price.

77. The Minimum Release Price was derived based on a percentage of actual unit contract prices or a percentage of list prices as of February 2005.

78. Pursuant to the Construction Loan Agreement the sums obtained through the sales of the units are to be applied to reduce the principal balance of the Deutsche Bank Loan.

79. Notwithstanding the initial success of the sales efforts with respect to the Project, the real estate market in Chicago suffered a severe downturn in parallel with the real estate downward spiral in the United States, slowing sales and sharply decreasing market prices for real estate of all kinds. This was exacerbated by a corresponding collapse in the hotel condominium market. These highly adverse market conditions were compounded by the actions of Deutsche Bank and other institutional lenders, in creating the current financial crisis, which has sent the country and the world into the worst downward economic spiral since the Great Depression.

80. The Minimum Release Price is now substantially above the market price in Chicago and sales of the units have literally ceased, despite Plaintiffs continued good faith and commercially reasonable efforts to sell the units.

81. Pursuant to the Construction Loan Agreement the Initial Maturity Date of the Deutsche Bank Loan was May 7, 2008.

82. Pursuant to ¶ 2.5 (a) of the Construction Loan Agreement, Plaintiffs properly exercised the right to an extension of the Maturity Date of the Deutsche Bank Loan until November 7, 2008. The Fortress Loan was thereby automatically extended to the same date.

83. Plaintiffs by letter dated October 3, 2008 duly exercised their right to a second extension setting the Maturity Date of both the Deutsche Bank Loan and the Fortress Loan, and none of the defendants objected thereto.

84. Plaintiffs reasonably relied upon defendants' failure to object to the aforesaid second extension notice by foregoing other financing opportunities with respect to the Project. Eventually, Plaintiffs were told that the vast majority of the defendants wanted to extend the loan, but due to the dysfunctionality of the large number of Deutsche Bank Participants, and the insolvency of some of them (who should not have been participants in the loan in the first instance), the lenders retracted their agreement to the second extension and some tried to exact even greater financial gain in order to obtain the extension.

85. In addition to the sharp decline in real estate, the unprecedented volatility of the stock market and the worldwide financial crisis have caused credit markets to cease-up and new loans for the Project are now unavailable. This was, in part, attributable to the wrongful actions of Deutsche Bank and other major financial institutions in the world and United States financial markets, which acts have impaired the value of the Project and caused the sales projections to not be met.

86. The parties to the Construction Loan Agreement contemplated that the Deutsche Bank Loan would be paid on the Maturity Date solely through the sales of the units, other capital transactions with respect to the Project or through replacement financing. However, because of the aforesaid financial crisis, characterized as a "once-in-a-century credit tsunami" by the Federal Reserve Chairman and the fact that, as Deutsche Bank itself characterized it, "the global financial system has been pushed to the brink of collapse," satisfaction of the Deutsche Bank Loan on November 7, 2008 has become impossible to perform.

87. However, recognizing that events beyond the parties' control may occur, the Construction Loan Agreement provided as follows:

Force Majeure Event shall mean any of the following (provided the same actually results in a delay of the development or construction

of the Project): (i) acts of declared or undeclared war by a foreign enemy or terrorist acts; (ii) riots, civil commotion or insurrection; (iii) casualty or condemnation; (iv) fire, floods, hurricanes or other casualty; (v) earthquakes; (vi) acts of God; (vii) governmental preemption in the case of a national emergency; (viii) unavailability of labor or materials to the extent not within the reasonable control of Borrower or any Trade Contractor; (ix) strikes, lockouts or other labor trouble, (x) the suspension of governmental operations, which suspension affects real estate development in the City of Chicago generally and is not particular to Borrower or the Project and **(xi) any other event or circumstance not within the reasonable control of Borrower** or any Trade Contractor, but “Force Majeure Event” shall not include (A) inefficiencies on the part of any Borrower Party, Construction Manager, Architect, Design Architect, Engineer, any Trade Contractor or any design professional; (B) late performance caused by failure to hire an adequate number of Trade Contractors, supervisors and/or laborers or by failure to order supplies and materials in an orderly or timely fashion; (C) any cause or occurrence which any Borrower Party, Construction Manager, Architect, Design Architect, Engineer, Trade Contractor or design professional could reasonably control or circumvent; and (D) delays, stoppage or any other interference with the construction of the Improvements caused by insolvency, bankruptcy or any lack of funds of Construction Manager, any Trade Contractor or any Borrower Party. **If Borrower claims Force Majeure Event, Borrower shall provide Agent with notice of such Force Majeure Event properly following Borrower obtaining knowledge of the same and Borrower shall take all commercially reasonable steps to ameliorate or eliminate the effects of such Force Majeure Event and Borrower shall provide notice to Agent promptly following the end of such Force Majeure Event.** (emphasis added).

88. On November 4, 2008, Plaintiffs provided notice to Deutsche Bank and Fortress of the Force Majeure Event, thereby extending the Maturity Date of both the Deutsche Bank Loan and the Fortress Loan until after the financial crisis has abated.

89. Notwithstanding the well known financial crisis affecting both the real estate and credit markets, Deutsche Bank and Fortress have not acknowledged and accepted Plaintiffs' proper invocation of the Force Majeure Clause.

90. As stated above, Deutsche Bank sold portions of the Deutsche Bank Loan to many institutions, banks, junk bond firms, and virtually anybody that seemed to come along, in order to get massive fees for Deutsche Bank and without any regard to plaintiffs, the Trump brand name, or the Project. Many of the lenders have no real estate lending experience or understanding of real estate sales and marketing, particularly in today's unprecedented national and worldwide economic climate (the "Inappropriate Lenders").

91. Also as stated above, Deutsche Bank enormously compounded the problems presented by the Inappropriate Lenders by intentionally structuring the loan documents so as to afford the Inappropriate Lenders consent and control rights beyond those dictated by then prevailing credit market conditions, in an effort to facilitate the quick syndication of the Deutsche Bank Loan to a large group of Inappropriate Lenders.

92. Despite the lack of expertise of the Inappropriate Lenders and the potential insufficient capitalization of the Inappropriate Lenders, Deutsche Bank agreed to require the unanimous consent of all of the Inappropriate Lenders before adjustments to the terms of the Construction Loan Agreement could be made, or before simply issuing lender consents required under the loan documents for reasonable and necessary borrower actions.

93. By reason of the foregoing, Deutsche Bank's bad faith and wrongful conduct has created a dysfunctional consortium of lenders whose decision making processes, to the extent they exist at all, have impaired their ability to administer the loan and thereby placed the Project in peril.

94. Because of the Force Majeure Event arising from the unprecedented dysfunctionality and seizure of the credit markets, many of the Inappropriate Lenders have themselves become completely dysfunctional and are unable to act. Deutsche Bank has thereby

put Plaintiffs and the other more experienced lenders in a situation which makes it virtually impossible to obtain even the most routine amendments, adjustments and consents (a terrible and harmful lending practice). This action by Deutsche Bank is a breach of Deutsche Bank's obligations to Borrower and the other lenders. Deutsche Bank has created a disjointed and dysfunctional group of lenders and Deutsche Bank's actions will cause tremendous damage to Plaintiffs, the Trump brand, the Project, and those lenders who are trying to act reasonably and in good faith.

95. Additionally, Plaintiffs have engaged Deutsche Bank for months in conversations about the fact that it is an impossibility to use commercially reasonable efforts to sell the hotel units at the Minimum Release Price, as the Minimum Release Price is significantly above current market price. Plaintiffs have repeatedly requested that the Minimum Release Price be reduced or that Deutsche Bank consent to sales at market prices. Parenthetically, a resale market for previously sold hotel units, unencumbered by the Minimum Release Price, is active at current market prices and competing with Plaintiffs' sales.

96. Notwithstanding the obvious need to reduce the Minimum Release Price, or consent to sales below the Minimum Release Price, defendants have failed and refused to do so despite the looming Maturity Date. Defendants' inaction was intentional so that it could use the Minimum Release Price issue to extort from Plaintiffs financial concessions for the extension of the Maturity Date to which it is not entitled. Such concessions would have served merely to increase the profits to defendants. The reduction in Minimum Release Prices would not have impaired the ability of lenders to realize the repayment of the loans. Such conduct by defendants was motivated solely by their wish to increase their profits at Plaintiffs' expense. This attempt to extract additional financial concessions from Plaintiffs ignores the fact that Plaintiffs have

contributed substantial additional capital to the Project in the form of the funds invested in the development of the spa suites all of which could be lost if defendants are able to extort additional profits.

97. Plaintiffs are not in default under any of their obligations set forth in the Deutsche Bank Loan or the Fortress Loan.

98. Based on the near completion of the Project, Plaintiffs' unique familiarity with the Project and the impossibility of obtaining an alternate financing source given the financial crisis, the only reasonable manner in which to insure that the Project is constructed and developed is for Deutsche Bank to continue to fund the Project as specified in the Construction Loan Agreement.

99. Deutsche Bank's predatory lending practices will harm Plaintiffs' good name, good will, likeness and business reputation which is associated worldwide with on time under budget first class construction projects and first class luxury hotel operations.

100. As stated above, in order to repay the Deutsche Bank loan and thereby protect the Project, the buyers of units who have previously closed their purchases, the ability of the Plaintiffs to close the remaining sales contracts and the valuable Trump brand, name and reputation, Trump took the extraordinary good faith step of endeavoring to purchase all of the unsold hotel condominium units and commercial areas of the Project for \$96,558,000 subject to Plaintiffs' right to update the appraisal and purchase price to reflect a fair market value price, as described in Exhibit A.

101. Trump based the \$96,558,000 price of the Affiliate Transaction on the values of the Project components he was purchasing set forth in an appraisal prepared for and at the request of Deutsche Bank once certain errors were corrected in the appraisal and subject to

Plaintiffs' right to update the appraisal and purchase price to reflect a fair market value price, as described in Exhibit A.

102. Despite the extraordinary good faith measures sought to be taken by Trump — seeking to infuse nearly \$100 million of cash into a project at a time when most banking institutions are unable to provide that level of liquidity — Deutsche Bank, in an attempt to strip Plaintiffs of the Project and thereby line its own pockets, has taken every opportunity to frustrate Trump's consummating the Affiliate Transaction. Deutsche Bank and the other defendants have sought to frustrate Trump's consummating the Affiliate Transaction despite the fact that Plaintiffs have a contractual right to do so and despite the fact that the offer is based upon the values indicated in an appraisal prepared for Deutsche Bank.

103. As stated above, Deutsche Bank's wrongful conduct complained of herein, including, without limitation, its frustrating the consummation of the Affiliate Transaction, its frustrating Plaintiffs' ability to sell the unsold hotel units to either individual or bulk buyers at current market rates and finally, its refusal to honor the unambiguous force majeure provision of the loan documents, is designed to deprive the Plaintiffs of the benefits of their labors and investments, thereby converting Plaintiffs' valuable equity in the Project and enhancing the value of Deutsche Bank's interest in the subordinate mezzanine loan, which effectively operates as a preferred equity position.

AS AND FOR A FIRST CAUSE OF ACTION
(Specific Performance Against All Defendants — Affiliate Transaction)

104. Plaintiffs repeat and reallege each and every preceding allegation as if fully set forth at length herein.

105. Plaintiffs have in good faith structured the Affiliate Transaction to protect the defendants and are willing to close the Affiliate Transaction as described in Exhibit A.

106. Defendants in contravention of the terms of the Construction Loan Agreement, the Fortress Loan documents and the implied covenant of good faith and fair dealing, have wrongfully frustrated Plaintiffs' ability to consummate the Affiliate Transaction.

107. Plaintiffs are entitled to an order of specific performance ordering defendants to permit Plaintiffs to consummate the Affiliate Transaction in the time and manner described in Exhibit A.

108. Plaintiffs have no adequate remedy at law.

109. No previous request for this relief has been made to this or any other Court.

AS AND FOR A SECOND CAUSE OF ACTION
(Declaratory Judgment Against All Defendants — Force Majeure)

110. Plaintiffs repeat and reallege each and every preceding allegation as if fully set forth at length herein.

111. On November 4, 2008, Plaintiffs provided notice to defendants of the Force Majeure Event pursuant to the Construction Loan Agreement.

112. By reason of the foregoing, Plaintiffs are entitled to a judicial declaration that Plaintiffs have properly invoked the Force Majeure provision contained in the Construction Loan Agreement and a permanent injunction enjoining defendants from declaring the Deutsche Bank Loan and Fortress Loan due during the pendency of the Force Majeure Event and for a reasonable time thereafter.

113. Plaintiffs have no adequate remedy at law.

114. No previous request for this relief has been made to this or any other Court.

AS AND FOR A THIRD CAUSE OF ACTION
(Declaratory Judgment And Specific Performance Against All Defendants — Minimum Release Price)

115. Plaintiffs repeat and reallege each and every preceding allegation as if fully set forth at length herein.

116. The Construction Loan Agreement provides at Article V, section 5.1 (dd), at p. 100 that Plaintiffs must "use all commercially reasonable efforts to cause the units to be sold at the earliest practical time and for a sale price at or above the Minimum Release Price".

117. It is an impossibility to sell the hotel units, using commercially reasonable efforts or otherwise, because the Minimum Release Prices are substantially over the current market price.

118. On November 4, 2008, Plaintiffs advised Deutsche Bank that it intended to offer the units for sale at a market price.

119. Deutsche Bank has refused to reduce the Minimum Release Prices, notwithstanding the fact that it is not commercially reasonable to offer to sell the units at a price that is above market price in a declining real estate market.

120. By reason of the foregoing, Plaintiffs are entitled to a judicial declaration that Plaintiffs may properly reduce the sales price of the units pursuant to the Construction Loan Agreement and a permanent injunction enjoining defendants from prohibiting Plaintiffs from selling the units at such market prices.

121. By reason of the foregoing, Plaintiffs are entitled to a specific performance order ordering defendants to consent to sales of the units at market prices, even if they are below the Minimum Release Prices.

122. Plaintiffs have no adequate remedy at law.

123. No previous request for this relief has been made to this or any other Court.

AS AND FOR A FOURTH CAUSE OF ACTION
(Breach of Covenant of Good Faith and Fair Dealing)

Against Deutsche Bank Participants Only)

124. Plaintiffs repeat and reallege each and every preceding allegation as if fully set forth at length herein.

125. The Deutsche Bank Participants' failure and refusal to extend the Maturity Date of the Deutsche Bank Loan and to agree to lower the Minimum Release Price, notwithstanding the current disastrous market conditions and the status of the Project as nearly complete, is violative of the Construction Loan Agreement and is made in bad faith and for the express purpose of causing harm to Plaintiffs.

126. Deutsche Bank Participants' actions in frustrating the Affiliate Transaction are in bad faith and a breach of the implied covenant of good faith and fair dealing.

127. Deutsche Bank Participants breached their obligations under the Construction Loan Agreement to perform pursuant to the covenant of good faith and fair dealing and have thereby deprived Plaintiffs of the profits they would have received and caused great damage to Plaintiffs' reputation and the Trump brand and name.

128. Plaintiffs have been damaged by the actions of the Deutsche Bank Participants in an amount presently unknown but believed to be no less than Three Billion (\$3,000,000,000.00) Dollars.

AS AND FOR A FIFTH CAUSE OF ACTION
(Breach of Fiduciary Duty Against the Deutsche Bank Participants)

129. Plaintiffs repeat and reallege each and every preceding allegation as if fully set forth at length herein.

130. By virtue of its position of control over plaintiffs, including the sole capability to provide the sufficient funding for plaintiffs to complete the Project, and to consent to and authorize Plaintiffs' actions with respect to the Project, and by virtue of the confidence reposed

by Plaintiffs in Deutsche Bank as lead lender, Deutsche Bank and the Deutsche Bank Participants owe Plaintiffs all of the duties of a fiduciary, including, *inter alia*, the duties of care, loyalty, utmost good faith and fair dealing.

131. Deutsche Bank and their Deutsche Bank Participants breached their fiduciary duties of trust and confidence and in violation of lender liability laws in placing themselves in an undeniable conflict of interest by their failure to commit to advancing funds.

132. Deutsche Bank maintains complete control over Plaintiffs, including but not limited to their ability to complete the Project and obtain any financing for the completion of the Project.

133. Notwithstanding the fact that Deutsche Bank was the lead lender pursuant to the Construction Loan Agreement, it placed itself in direct conflict with its obligations to Plaintiffs by taking a hidden and undisclosed participation interest in the Fortress Loan.

134. The actions of Deutsche Bank and the Deutsche Bank Participants complained of herein, including their frustration of Plaintiffs' consummation of the Affiliate Transaction, their refusal to consent to sales below the Minimum Release Prices, and their refusal to accept Plaintiffs' proper invocation of the Force Majeure Clause of the Construction Loan Agreement, all constitute breaches of the fiduciary duties owed by Deutsche Bank and the Deutsche Bank Participants to Plaintiffs.

135. As a direct and proximate cause of Deutsche Bank and the Deutsche Bank Participants' breaches of fiduciary duty, Plaintiffs suffered substantial financial losses, including severe reputational damage to Plaintiffs and the valuable Trump name and brand.

136. Plaintiffs have been damaged by the Deutsche Bank Participants in an amount presently unknown but believed to be no less than Three Billion (\$3,000,000,000.00) Dollars.

AS AND FOR A SIXTH CAUSE OF ACTION
(Aiding and Abetting Breach of Fiduciary Duty
Against the Deutsche Bank Participants)

137. Plaintiffs repeat and reallege each and every preceding allegation as if fully set forth at length herein.

138. At all relevant times, each of the defendants were aware that Deutsche Bank occupied a position of trust and confidence with respect to plaintiffs and owed them the duties of a fiduciary.

139. The Deutsche Bank Participants knowingly acted in concert with, aided and abetted, and participated in the various breaches of fiduciary duty committed by Deutsche Bank.

140. Plaintiffs have been damaged by the Deutsche Bank Participants in an amount presently unknown but believed to be no less than Three Billion (\$3,000,000,000.00) Dollars.

AS AND FOR A SEVENTH CAUSE OF ACTION
(Injunctive Relief Against The Deutsche Bank Participants)

141. Plaintiffs repeat and reallege each and every preceding allegation as if fully set forth at length herein.

142. The Deutsche Bank Participants their attorneys, agents, and any other person or entity acting on their behalf must be enjoined from taking any action to compel or compelling Plaintiffs to pay off the balance on the Construction Loan Agreement on the November 7, 2008 Maturity Date, which automatically extends the May 7, 2009 maturity date of the Fortress Loan.

143. The Deutsche Bank Participants must be directed to extend the Maturity Date pursuant the Force Majeure Event provision under the Construction Loan Agreement, which

automatically delays the Maturity Date for so long as the Force Majeure Event continues to exist, which is not capped at 120 days.

144. The Deutsche Bank Participants must be directed to advance the balance of the Deutsche Bank Loan proceeds to complete the Project.

145. As a result of the Deutsche Bank Participants' conduct, plaintiffs' reputation in the real estate market for completing projects on time and under budget and plaintiffs' reputation in the hotel business for being associated with only the highest quality hotel operations will be irreparably injured in a manner for which money damages cannot provide adequate compensation.

146. The Deutsche Bank Participants were each aware of the existing contracts for the purchase of units between plaintiffs and the buyers.

147. By reason of intentionally refusing to extend the Maturity Date under the Construction Loan Agreement, the Deutsche Bank Participants have put Plaintiffs in a position where buyers will breach the contract of sale between plaintiffs and buyer.

148. The loss of Plaintiffs' good will with its customers is attributable to the Deutsche Bank Participants' conduct.

149. By reason of the foregoing, Plaintiffs are entitled to a permanent injunction directing the Deutsche Bank Participants, their attorneys, agents, and any other person or entity acting on their behalf, not to take any action to compel plaintiffs to pay off the balance on the Construction Loan Agreement on the November 7, 2008 Maturity Date, to extend the Maturity Date pursuant the Force Majeure Event provision under the Construction Loan Agreement which automatically delays the Maturity Date (and the corresponding Maturity Date of the Fortress Loan) for so long as the Force Majeure Event continues to exist, which is not capped at 120 days,

to advance the balance of the Deutsche Loan proceeds to complete the Project and to permit plaintiffs to exercise their contractual right of buy-out under the Construction Loan Agreement.

150. Plaintiffs have no adequate remedy at law.

151. No previous request for this relief has been made to this or any other Court.

AS AND FOR A EIGHTH CAUSE OF ACTION
(Tortious Interference with Prospective Economic Relations
Against the Deutsche Bank Participants)

152. Plaintiffs repeat and reallege each and every preceding allegation as if fully set forth at length herein.

153. The conduct described herein by the Deutsche Bank Participants was intended to interfere with prospective economic relations between Plaintiffs and its buyers, customers, vendors and lending companies.

154. Plaintiffs have been damaged by the Deutsche Bank Participants in an amount presently unknown but believed to be no less than Three Billion (\$3,000,000,000.00) Dollars.

AS AND FOR A NINTH CAUSE OF ACTION
(Fraud in the Inducement Against the Deutsche Bank Participants)

155. Plaintiffs repeat and reallege each and every preceding allegation as if fully set forth at length herein.

156. Prior to and during the negotiations of the Construction Loan Agreement, Deutsche Bank, with the knowledge and consent of defendants, through their words and actions, represented to Plaintiffs that they intended to faithfully perform their obligations under the Construction Loan Agreement.

157. Deutsche Bank, with the knowledge and consent of the Deutsche Bank Participants, falsely represented to Plaintiffs that they would provide the necessary sufficient financing to fund the Project through its own funds and funds to be loaned by sophisticated and

financially stable lending institutions and investors familiar with financing projects similar to the Project.

158. Deutsche Bank, with the knowledge and consent of the other the Deutsche Bank Participants had no intent to perform under the Construction Loan Agreement.

159. Deutsche Bank, with the knowledge and consent of the other the Deutsche Bank Participants, had a preconceived and undisclosed intention not to honor their obligations to Plaintiffs, but rather created a disjointed and dysfunctional lender group, solely to gain fees for itself.

160. Plaintiffs would not have entered into the Construction Loan Agreement had plaintiffs known Deutsche Bank's intent to defraud plaintiffs.

161. Plaintiffs have been damaged by the Deutsche Bank Participants in an amount presently unknown but believed to be no less than Three Billion (\$3,000,000,000.00) Dollars.

AS AND FOR A TENTH CAUSE OF ACTION
(Negligent Misrepresentation Against the Deutsche Bank Participants)

162. Plaintiffs repeat and reallege each and every preceding allegation as if fully set forth at length herein.

163. Deutsche Bank, with the knowledge and consent of the other the Deutsche Bank Participants, represented to Plaintiffs that it would set up the Deutsche Loan in a way beneficial to Plaintiffs, the Project and many (perhaps all) of the Lenders.

164. Those representations, at the very least, were made negligently, carelessly, and/or recklessly, and were false and misleading.

165. Deutsche Bank, with the knowledge and consent of the other the Deutsche Bank Participants, knew that Plaintiffs would rely upon the negligent misrepresentations made to them.

166. Plaintiffs relied upon the Deutsche Bank Participants' negligent misrepresentations to their detriment.

167. Plaintiffs have been the Deutsche Bank Participants by defendant in an amount presently unknown but believed to be no less than Three Billion (\$3,000,000,000.00) Dollars.

WHEREFORE, Plaintiffs demand judgment on the causes of action as follows:

On the First Cause of Action, an order of specific performance ordering defendants to permit Plaintiffs to acknowledge Plaintiffs' right to enter into the Affiliate Transaction;

On the Second Cause of Action, a judicial declaration that Plaintiffs have properly invoked the Force Majeure provision contained in the Construction Loan Agreement and a permanent injunction enjoining defendants from declaring the Deutsche Bank Loan due during the pendency of the Force Majeure Event and for a reasonable time thereafter;

On the Third Cause of Action, a judicial declaration that plaintiffs may properly reduce the sales price of the units pursuant to the Construction Loan Agreement and a permanent injunction enjoining defendants from prohibiting Plaintiffs from selling units at market prices, and a specific performance order ordering defendants to consent to sales of the units at market prices, even if they are below the Minimum Release Prices;

On the Fourth Cause of Action, a judgment against the Deutsche Bank Participants in an amount presently unknown but believed to be no less than Three Billion (\$3,000,000,000.00) Dollars.

On the Fifth Cause of Action, a judgment against the Deutsche Bank Participants in an amount presently unknown but believed to be no less than Three Billion (\$3,000,000,000.00) Dollars.

On the Sixth Cause of Action, a judgment against the Deutsche Bank Participants in an amount presently unknown but believed to be no less than Three Billion (\$3,000,000,000.00) Dollars.

On the Seventh Cause of Action, an order of permanent injunction directing the Deutsche Bank Participants, their attorneys, agents, and any other person or entity acting on their behalf, to extend the Maturity Date pursuant the Force Majeure Event provision under the Construction Loan Agreement which automatically delays the Maturity Date (and the corresponding Maturity Date of the Fortress Loan) for so long as the Force Majeure Event continues to exist, which is not capped at 120 days, to advance the balance of the Deutsche Loan proceeds to complete the Project and to acknowledge Plaintiffs' right to enter into the Affiliate Transaction;

On the Eighth Cause of Action, a judgment against the Deutsche Bank Participants in an amount presently unknown but believed to be no less than Three Billion (\$3,000,000,000.00) Dollars.

On the Ninth Cause of Action, a judgment against the Deutsche Bank Participants in an amount presently unknown but believed to be no less than Three Billion (\$3,000,000,000.00) Dollars;

On the Tenth Cause of Action, a judgment against the Deutsche Bank Participants in an amount presently unknown but believed to be no less than Three Billion (\$3,000,000,000.00) Dollars; and

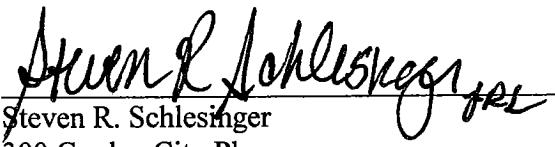
On all the Causes of Action, costs, disbursements and attorneys' fees of this action.

Dated: Garden City, New York
November 6, 2008

Attorneys for Plaintiffs

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By:


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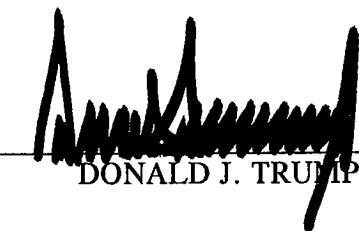
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New York, New York 10017
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VERIFICATION

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

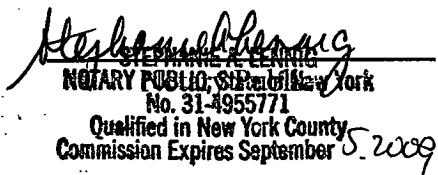
DONALD J. TRUMP, being duly sworn, deposes and says:

I am one of the Plaintiffs in the above-entitled action. I have read the foregoing **VERIFIED COMPLAINT** and know the contents thereof; and the same is true to my knowledge, except as to the matters therein stated to be alleged upon information and belief and, as to those matters, I believe them to be true.



DONALD J. TRUMP

Sworn to before me this
5 day of November 2008.



STEPHANIE A. LERNER
NOTARY PUBLIC, State of New York
No. 31-4955771
Qualified in New York County
Commission Expires September 5, 2009

D622500/F#53100

2-00040